

C.13

TO: City Council
FROM: Rosemarie Ives, Mayor
DATE: July 19, 2005
SUBJECT: APPROVAL OF AGREEMENT FOR ON-CALL TRAFFIC COUNT SERVICES

I. RECOMMENDED ACTION

Move to approve the general services agreement with All Traffic Data Services Inc. to provide on-call traffic count services and authorize the Mayor to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

Dave Rhodes, Director of Public Works	556-2705
Bill Campbell, City Engineer/Assistant Director of Public Works	556-2733
Mel Peifer, Project Administrator	556-2817

III. DESCRIPTION

The Public Works Transportation Division uses traffic count data to analyze and manage the City's transportation network system. Every other year a complete traffic count is done at key intersections (turning movement counts) and mid-block locations. Additional count locations and speed studies are required throughout the year for studies and Capital Improvement Program (CIP) project design. In the past, the City has had separate contracts or purchase orders as counts were required.

Based on the projected demand for traffic counts in the CIP and other on-going projects, staff recommends having an on-call service contract for the next two years. This on-call contract will reduce contract processing time, lower costs, and standardize reports.

All Traffic Data Services Inc. has been selected based on bids submitted by traffic count consultants in the area. All Traffic Data Services Inc. has successfully

performed traffic counts for other cities, as well as other public agencies, in the Puget Sound area.

The Risk Manager and City Attorney will review the contract prior to signature by the Mayor.

IV. IMPACT

A. Service/Delivery:

This service will support the operations and management of the transportation system as well as the design of CIP and other projects.

B. Fiscal:

Based on past experience, staff estimates the use of these services to amount to approximately \$20,000 per year. The funding for these services will be provided from the Transportation Operations budget or from the appropriate individual CIP project.

V. ALTERNATIVES

Council could choose not to approve the general services agreement. This would require selection of another consultant to support staff or create a workload that cannot be met with existing staff.

VI. TIME CONSTRAINTS

The agreement will be for a two-year period ending December 31, 2006.

VII. LIST OF ATTACHMENTS

A. Consultant Agreement

William J. Campbell for

Dave Rhodes, Director of Public Works

7/8/05

Date

Approved for Council Agenda **s/s**
Rosemarie Ives, Mayor

7/8/05

Date

General Services Agreement

Non-Public Work

PROJECT TITLE & IDENTIFICATION NUMBER (if # is known) On Call Traffic Count Services	WORK DESCRIPTION (reference & list all attached exhibits) Exhibit A = Scope of Work Exhibit B = Work Schedule Exhibit C = Payment Schedule
CONTRACTOR All Traffic Data Services Inc.	CITY PROJECT ADMINISTRATOR (Name, address, phone #) Mel Peifer City of Redmond CHPWT P.O. Box 97010 Redmond, WA 98073-9710 425-556-2817 mpeifer@redmond.gov
CONTRACTOR CONTACT (Name, address, phone #) Mark Skaggs All Traffic Data Services Inc. 2225 NE 27th St Renton, WA 98056 206-251-0300	BUDGET OR FUNDING SOURCE Transportation CIP
FEDERAL ID # 84 1594184	MAXIMUM AMOUNT PAYABLE, IF ANY \$ 40,000.00
SUPPLIER/CONTRACTOR'S REDMOND BUSINESS LICENSE ID #	COMPLETION DATE December 31, 2006
APPLICANT NAME	APPLICANT CONTACT (Name, address & phone #)

Statement of Supplier Selection Form

1) Project Title/Description:

Tracking #: 1,379

On Call Traffic Count Services

2.) Supplier/Contractor Selected:

All Traffic Data Services Inc.
Mark Skaggs
2225 NE 27th St
Renton, WA 98056

3.) Action Taken (How & why you selected the above supplier?):

Request for bids were sent to the four traffic count companies in the area, All Traffic Data Services Inc., Traffic Count Consultants, Inc., Trafficcount, Inc., and Traffic Data Gathering. All four companies responded and after reviewing all bid documents by our staff, All Traffic Data Services Inc. was selected with the lowest bid.

Project Administrator's Signature: _____

Date: _____

**Page 2 – General Services Agreement, Non-Public Work
City of Redmond, standard form**

THIS AGREEMENT is entered into on _____, 20__ between the City of Redmond, Washington, hereinafter called "the CITY", and the above-referenced person, firm or organization, hereinafter called "the CONTRACTOR."

WHEREAS, the CITY has a need to have the above-referenced project performed;
and

WHEREAS, the CITY does not have sufficient staff or expertise to complete the project and therefore deems it advisable and desirable to engage the assistance of a CONTRACTOR to provide the necessary services for the project review; and

WHEREAS, the CONTRACTOR has represented to the CITY that the CONTRACTOR is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish goods and/or services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. **Retention of Contractor - Scope of Work.** The CITY hereby retains the CONTRACTOR to provide services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONTRACTOR shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. **Completion of Work.** The CONTRACTOR shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONTRACTOR shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONTRACTOR, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONTRACTOR, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONTRACTOR. All such extensions shall be in writing and shall be executed by both parties.

3. **Payment.** The CONTRACTOR shall be paid for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all

labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONTRACTOR shall be entitled submit invoices to the CITY no more frequently than once per month during the course of the completion of work and services by the CONTRACTOR. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 45 days of submittal, unless the CITY gives notice to the CONTRACTOR that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONTRACTOR agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONTRACTOR shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONTRACTOR and appearing therein when required to do so by the CITY. The CONTRACTOR shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONTRACTOR shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONTRACTOR must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 12. Notwithstanding any such dispute, the CONTRACTOR shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. **Independent Contractor.** The CONTRACTOR is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONTRACTOR, or any employee of the CONTRACTOR, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or

deduct any social security, income tax, or other tax from the payments made to the CONTRACTOR which may arise as an incident of the CONTRACTOR performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONTRACTOR.

7. **Indemnity.** The CONTRACTOR agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONTRACTOR, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONTRACTOR, its officers, agents, subcontractors or employees, in connection with the services required by this agreement, provided, however, that:

A. The CONTRACTOR's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B. The CONTRACTOR's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONTRACTOR and the CITY, or of the CONTRACTOR and a third party other than an officer, agent, subcontractor or employee of the CONTRACTOR, shall apply only to the extent of the negligence or willful misconduct of the CONTRACTOR.

8. **Insurance.** The CONTRACTOR shall provide the following minimum insurance coverages:

A. Worker's compensation and employer's liability insurance as required by the State of Washington;

B. General public liability and property damage insurance in an amount not less than a combined single limit of one million dollars (\$1,000,000) for bodily injury, including death, and property damage per occurrence.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONTRACTOR as to the insurance necessary to protect the CONTRACTOR'S interests and any decision by the CONTRACTOR to carry or not carry insurance amounts in excess of the above is solely that of the CONTRACTOR.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CITY will be named on all insurance as an additional insured. The CONTRACTOR shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONTRACTOR's negligence, the CONTRACTOR's insurance shall be primary and non-contributing as to the CITY, and any other insurance maintained by the CITY shall be excess and not contributing insurance with respect to the CONTRACTOR's insurance. The certificate of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

9. Records. The CONTRACTOR shall keep all records related to this agreement for a period of three years following completion of the work for which the CONTRACTOR is retained. The CONTRACTOR shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONTRACTOR. Upon request, the CONTRACTOR will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONTRACTOR, but the CONTRACTOR may charge the CITY for copies requested for any other purpose.

10. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

11. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONTRACTOR, for providing any necessary information for

and direction of the CONTRACTOR's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONTRACTOR shall report to and take any necessary direction from the Project Administrator.

12. **Disputes.** Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONTRACTOR and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.

13. **Termination.** The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONTRACTOR. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONTRACTOR, a final payment shall be made to the CONTRACTOR for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONTRACTOR of the notice to terminate. In the event that services of the CONTRACTOR are terminated by the CITY for fault on part of the CONTRACTOR, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONTRACTOR in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

14. **Non-Discrimination.** The CONTRACTOR agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, age or handicap, except for a bona fide occupational qualification. The CONTRACTOR understands that if it violates this provision, this agreement may be terminated by the CITY and that the CONTRACTOR may be barred from performing any services for the CITY now or in the future.

15. **Compliance and Governing Law.** The CONTRACTOR shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

16. **Subcontracting or Assignment.** The CONTRACTOR may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any subcontractors approved by the CITY at the outset of this

agreement are named on Exhibit D attached hereto and incorporated herein by this reference as if set forth in full.

17. **Non-Waiver.** Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONTRACTOR for any breach of the agreement by the CONTRACTOR, or for failure of the CONTRACTOR to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

18. **Litigation.** In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the

Superior Court in accordance with the law of the State of Washington. The CONTRACTOR hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

19. **Taxes.** The CONTRACTOR will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONTRACTOR.

20. **City Business License.** The CONTRACTOR has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONTRACTOR will maintain the business license in good standing throughout the term of this Agreement.

21. **Entire Agreement.** This agreement represents the entire integrated agreement between the CITY and the CONTRACTOR, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

**Page 8 – General Services Agreement, Non-Public Work
City of Redmond, standard form**

CONTRACTOR:

By: _____
Title: _____

CITY OF REDMOND:

Rosemarie M. Ives, Mayor
DATED: _____

ATTEST/AUTHENTICATED:

City Clerk, City of Redmond

APPROVED AS TO FORM:

Office of the City Attorney

EXHIBIT A

SCOPE OF WORK FOR ON-CALL SERVICES

The CONTRACTOR will be retained to perform services for the CITY on an on-call basis during the term of this Agreement. By "on-call basis" it is meant that CONTRACTOR agrees to make itself available and to assign sufficient personnel to perform the services called for in this Agreement when and to the extent that the CITY requests the CONTRACTOR to do so. The specific on-call services to be provided are described as follows:

The Contractor shall provide traffic count services to the City for the remaining portion of 2005 and all of 2006. This contract shall expire on December 31, 2006.

The Contractor shall complete miscellaneous request for machine counts, turning movement counts, and speed studies as requested by the City.

Between September 15 and November 18 of 2005, the Contractor shall complete the two year City-wide count program consisting of approximately 130 two-hour turning movement counts and 150 mid-block counts. The written reports and digital files for the two year City-wide count program shall be submitted to the City no later than December 28, 2005.

Manual Counts: (estimated number for 2 years is 130 to 200 counts)

Two-hour intersection manual turning movement counts, some of which may require two people, shall include separate truck counts.

Machine Counts: (estimated number for 2 years is 150 to 200 counts)

Most of these counts will be three-day, dual direction tube counts at mid-block locations.

We may request a few seven-day, dual direction tube counts at mid-block locations.

Counts with more than three lanes shall require two counters, one on each side of the street and tubes ending at the centerline. No tube shall run across more than three lanes.

Speed Studies: (estimated volume between 24 and 70 per year)

Most studies will be two lane streets with speed limits of 35 mph or less.

All traffic counts, except for seven day counts, shall be conducted during weekdays (Tuesday through Thursday) not including holidays.

The Contractor shall not count a roadway that is under any abnormal conditions (under construction, etc).

The Contractor shall provide the City with:

- Original manual count sheets
- Original 24-hour volume count sheets
- A copy of all report files in the format shown in the attached examples
- A PDF file of all reports
- A digital copy of all report files on CD-ROM in either Microsoft Excel or ASCII formats.
- A mid-block and turning movement summary report shall be created using the City's Excel Templates

The City will reserve the right to review and determine that the counts are acceptable or unacceptable. Those counts that are inaccurate or unacceptable will require recounting without additional cost to the City.

EXHIBIT B

SCHEDULE FOR COMPLETION OF WORK ON-CALL CONTRACTORS

The CONTRACTOR shall not perform any services under this Agreement unless and until authorized to do so by the CITY in writing. Whenever the City has need of contractor services, the City shall notify the Contractor in writing of the services desired and the City's required time frame for the performance of the services. If the Contractor agrees that the services can be performed within the time frame indicated, the Contractor may commence performing the services the City's notice shall become part of the Agreement. If the Contractor does not agree with the time frame given the scope of services requests, the Contractor and City shall negotiate upon a schedule for performance, which shall then become part of the Agreement. The Contractor shall not commence with work until all parties agree upon a schedule for performance and shall complete all work required within the established schedule.

The City's Project Administrator shall, upon satisfactory completion of any specific on-call task, execute a task release accepting the on-call task as complete and authorizing final payment to the Contractor for the said task.

The Contractor warrants and represents that it has sufficient personnel to provide the on-call services set forth upon request and the Contractor will make sufficient personnel available to perform the services as needed and within reasonable time frames.

EXHIBIT C

Payment will be made monthly, within 30 days from receipt of statement, on services completed and accepted by the City. Traffic count services shall be paid for at the following unit prices.

Machine Directional 3-Day Counts	=	\$40.00 each location
Machine Directional 7-Day Counts	=	\$100.00 each location
Turning Movement Counts, 2-Hour 1-Person	=	\$80.00 each location
Turning Movement Counts, 2-Hour 2-Person	=	\$160.00 each location
Speed Study 3-Day	=	\$60.00 each location

The City has estimated the number of counts that will be completed under this contract but does not guarantee that number to be accurate and will only pay for work completed.